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7  
 8 **UNITED STATES DISTRICT COURT**  
 9 **NORTHERN DISTRICT OF CALIFORNIA**

10  
 11 JONATHAN A. SEEWER, ) Case No. 4:23-cv-02943-HSG  
 )  
 12 Plaintiff, ) **STIPULATION TO DISMISS UNITED**  
 ) **AIRLINES, INC. LONG TERM**  
 13 vs. ) **DISABILITY INSURANCE PLAN**  
 ) **WITHOUT PREJUDICE; ORDER**  
 14 THE PRUDENTIAL INSURANCE COMPANY )  
 OF AMERICA; and UNITED AIRLINES, INC. ) Judge: Hon. Haywood S. Gilliam, Jr.  
 15 LONG TERM DISABILITY INSURANCE )  
 PLAN, ) Complaint Filed: June 15, 2023  
 16 )  
 Defendants. )  
 17 )

18 IT IS HEREBY STIPULATED by and between plaintiff JONATHAN A. SEEWER  
 19 (“Plaintiff”) and defendant THE PRUDENTIAL INSURANCE COMPANY OF AMERICA  
 20 (“Prudential”), by and through their counsel, as follows.

21 1. The parties agree that this case is governed by the Employee Retirement Income  
 22 Security Act of 1974 (“ERISA”), 29 U.S.C. §§ 1001, *et seq.*

23 2. Plaintiff has named United Airlines, Inc. Long Term Disability Insurance Plan (the  
 24 “Plan”) as a defendant in this action.

25 3. Prudential has confirmed that the long term disability (“LTD”) benefits at issue in this  
 26 case under the Plan are fully insured for the time period at issue in this case under the group insurance  
 27 contract it issued to United Airlines, Inc.  
 28

4. Prudential acknowledges and agrees that it will be responsible for any judgment relating to LTD benefits under the Plan, and attorneys' fees, if awarded, as they relate to Plaintiff based on the allegations made in the Complaint against Prudential in the above-captioned action.

5. By this Stipulation, the parties acknowledge that Prudential does not waive or alter, in any way, any other of its available procedural or substantive defenses in this litigation and specifically does not waive its right to contend that Plaintiff is not entitled to any relief or recovery under the Complaint.

6. The parties therefore stipulate and request that defendant the Plan be dismissed without prejudice, with the parties to bear their own attorneys' fees and costs directly related to this Stipulation and dismissal of the Plan. Prudential shall remain the only named defendant.

**IT IS SO STIPULATED.**

Dated: July 24, 2023

John Robert Unruh  
UNRUH LAW, P.C.

By: /s/ John Robert Unruh

John Robert Unruh  
Attorney for Plaintiff  
UNRUH LAW, P.C.

Dated: July 24, 2023

Jason A. James  
MESERVE, MUMPER & HUGHES LLP

By: /s/ Jason A. James

Jason A. James  
Attorney for Defendant  
THE PRUDENTIAL INSURANCE  
COMPANY OF AMERICA

**Filer's Attestation - Local Rule 5-1.(i)(3)**


The filing attorney attests that he has obtained concurrence regarding the filing of this document and its content from the signatories to this document.

**ORDER**

IT IS HEREBY ORDERED that defendant United Airlines, Inc. Long Term Disability Insurance Plan (the “Plan”) be dismissed from this action without prejudice, with the parties to bear their own attorneys’ fees and costs directly related to the instant Stipulation to Dismiss the Plan Without Prejudice and the dismissal of the Plan. Prudential shall remain the only named defendant in this action.

**IT IS SO ORDERED.**

Dated: 7/24/2023

  
Hon. Haywood S. Gilliam, Jr.  
United States District Court Judge